

LIBRARY DEBT COLLECTION SERVICES

SCOPE OF SERVICES

1. BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Public Library System (MDPLS), is contracting for debt collection and material recovery services.

MDPLS has 49 branch locations and two bookmobiles, serving more than 8 million visitors each year. Patrons of MDPLS have access to a collection of more than 3.8 million books and materials, 1735 public computers, 120 Self-Checkout machines, Wi-Fi at every location, and a wide range of digital resources, including downloadable e-books, audio books, music and videos.

MDPLS's service area covers most of Miami-Dade County, a geographical area of 2,419 square miles, and also extends reciprocal borrowing privileges to residents of the cities of Hialeah, North Miami, and North Miami Beach.

2. SERVICES TO BE PROVIDED

The Contractor shall provide Debt Collection services to recover money and materials from accounts that owe MDPLS more than a MDPLS-specified amount, currently \$100.00. The amount of money recovered by Contractor from fines and fees, including the fee charged to each delinquent account but excluding the value of materials returned, must equal or exceed the amount of money paid by the County to the Contractor. The County intends to monitor the collection efforts, and expects the overall recovered funds to exceed the amount paid by the County.

The Contractor in its role as a Debt Collection Agency shall:

- a. Be registered as a Collection Agency in the State of Florida, unless exempted by Section 559 of the Florida Statutes. Effect collections in all 50 States, U.S. Territories or Commonwealths, as well as Caribbean nations, Canada and other countries, if applicable, and meet all interstate collection requirements.
- b. Have a minimum of five (5) years of experience in collection agency processes for public libraries using the Polaris Collection Agency Manager.
- c. Be a Polaris Library System Partner for Debt Collection Services, using the Polaris Collection Agency manager
- d. Upon execution of this Contract, work with MDPLS to create a mutually agreed upon 30-day testing period. The purpose of the testing period is to ensure that the electronic transmissions from Polaris Collection Agency Manager work as outlined in this Scope of Services and according to the Polaris guidelines. In the event of any outstanding deficiencies at the conclusion of the testing period, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating performance.
- e. Send/receive data through the Polaris Collection Agency Manager and will stay current with all upgrades to the Polaris software as it relates to the Collection Agency software.

- f. Designate a Project Manager responsible for all matters relating to the services being provided. This person shall be available from 8:00 AM to 5:00 PM (Local), Monday through Friday, excluding County Holidays. The Contractor shall advise MDPLS Project Manager in writing and request written approval, ten (10) days prior to any changes as it pertains to the Project Manager.
- g. Bear all costs associated with providing a Secure FTP Site for daily, weekly, and monthly uploads of files between MDPLS and the Contractor.
- h. Ensure the confidentiality, security and safety of all MDPLS files, documents, computer files, etc., by adhering to the Association of Credit and Collections Professionals Code of Ethics and Conduct.
- i. Ensure that all actions taken on behalf of MDPLS will be in accordance with all Federal, State, County and local laws. All work performed shall be conducted in accordance with the applicable provisions of the "Federal Fair Debt Collection Practices Act" as amended, with Florida Statute 559.
- j. Post an acknowledgement receipt of all forwarded accounts, within twenty-four (24) hours of receipt, on the Secure FTP site, and shall contact MDPLS if Contractor does not receive the daily files.
- k. Use all legal means to encourage patrons to return overdue materials to MDPLS and pay all monies owed to MDPLS. Collections activities shall minimally include direct contact with clients through telephone calls, sending collection letters to the most current address, last known address, and locating patrons whose addresses may be unknown. The Contractor may not use tactics that may be interpreted as harassing or demeaning or that may reflect poorly on the County or MDPLS. The Contractor will exercise highly ethical standards in all collection efforts.
- l. Provide skip tracing services, including checking the National Change of Address database, to locate patrons with invalid addresses. On a monthly basis, the Contractor shall supply to MDPLS on the Secure FTP Site a list by patron identification (ID) number of updated addresses.
- m. Provide qualified and experienced personnel to perform the requested services in a manner consistent with all Federal, State and Local laws.
- n. Not subcontract or assign any work without the written consent of MDPLS.
- o. Have the ability to contact MDPLS patrons by telephone, in writing, or via email (if current e-mail is on file with MDPLS) in both English and Spanish. Haitian-Creole is also desirable.
- p. Not contact MDPLS patrons before 9:00 AM Local Time or after 9:00 PM Local Time.
- q. Make the first collection attempt within twenty-four hours (24) after transferal from MDPLS. The Contractor shall attempt to contact those patrons whose information is correct by phone or in writing at least twice from the date of referral.
- r. Send a final notice ninety (90) days after referral from MDPLS stating that the patron will be reported to one of the three major National Credit Bureaus if they have not cleared their accounts with MDPLS within one hundred twenty (120) days from the first collection attempt.
- s. Ensure all written communication with MDPLS patrons includes a list of all MDPLS branches, with address and phone numbers, so that patrons can easily return materials and

make payments or payment arrangements.

- t. Ensure that all correspondence and contacts regarding fines and fees on the records of juveniles (less than eighteen (18) years of age) takes place with a parent/guardian.
- u. Not accept payments directly. The Contractor will direct patrons to pay all fees owed, and return all materials to MDPLS.
- v. Synchronize files on a weekly basis or more frequently if needed. The Contractor in conjunction with MDPLS, using the Polaris collection Agency Manager Collection Agency Synchronization Report which will be automatically uploaded to the Secure FTP Contractor site for verification.
- w. Submit all adult accounts, that are not paid in full after 120 days from the date submitted, to the three major National Credit Bureaus and maintain them in active status for as long as legally possible or until this contract with the County expires. Referral of accounts to one of the three National Credit Bureaus is a last resort; accounts should not be submitted before 120 days of follow-up by the Contractor without any payment from the customer. Contractor is responsible for ensuring that those accounts that have been reported to one of the three National Credit Bureaus and subsequently paid in full are shown as "Paid."
- x. Cease all activity on any account where the Contractor has been notified by Bankruptcy Courts that the patron has filed for bankruptcy.
- y. Provide all necessary developing, copying, faxing, postal costs and all other such related services necessary to perform the collection Services at the Contractor's expense. The only fee to MDPLS shall be the per account fee per Appendix B.
- z. Allow MDPLS to suspend and resume collection on patron accounts as deemed appropriate by MDPLS.
- aa. Provide on the Secure FTP site, detailed reports, at least monthly, to MDPLS showing the status of each account submitted, contact history, and a summary of the results to date. Reports should indicate accounts in bankruptcy, accounts that were referred to a National Credit Bureau, accounts that were suspended and suspended accounts that were resumed. Monthly reports should include both data and a summary of the number of accounts and dollar amounts of monies collected.
- bb. Provide a paid-in-full letter or provide a means for MDPLS to generate such a letter for patrons whose accounts are paid off.

4. MDPLS RESPONSIBILITIES

MDPLS will:

- a. Assign delinquent account information to the Contractor for collection on a daily basis. Using the Polaris Collection Agency Manager, MDPLS will generate a Submission Report file, containing all new delinquent accounts which have been flagged for collection since the last Submission Report and updates. This will be uploaded to a Secure FTP Site provided by the Contractor.
- b. On a daily basis, using the Polaris Collection Agency Manager, generate an Update Report file, which includes all information on patrons whose accounts are in collection and have activity (new charge, payment, waive, or returned materials) since the last Submission or Update Report. The detail of each account will include the value of materials returned; money received, charges waived, and balances due. This will be uploaded to the Secure

FTP site.

- c. Pre-approve all written communication and telephone scripts to be used by the Contractor with MDPLS patrons. The Contractor will supply copies of letters and scripts to MDPLS for approval and will submit any changes to MDPLS for approval. MDPLS will provide translations for those written communications in Spanish.
- d. Designate a MDPLS contact responsible for matters concerning the services being provided.
- e. Reserve the right to recall assigned accounts within twenty-four (24) hours of transmitting the request, and for whatever reason, and will only be responsible for payment for recalled accounts if the Contractor has implemented any action on the account. The Contractor must stop all collection activity immediately when notified by the County of the recall of any account(s).
- f. Notify the Contractor of any adjustments or corrections made to the amount due.
- g. Reserve the right to change any portion of the Work outlined herein, if there are changes in Federal, State, local, or County law, ordinance, written rule, resolution, administrative policy or procedure that make it necessary.

5. ADDITIONAL SERVICES

If services are required which are related to, but not included in the Scope of Services above, the County may request the Contractor to provide additional services. The scope and payment for such services shall be negotiated on a case by case basis.